No. 24-1238

IN THE
Supreme Court of the United States

SHAWN MONTGOMERY,

Petitioner,

v.

CARIBE TRANSPORT II, LLC, YOSNIEL VARELA-MOJENA, C.H. ROBINSON WORLDWIDE, INC., C.H. ROBINSON COMPANY, C.H. ROBINSON COMPANY, INC., C.H. ROBINSON INTERNATIONAL, INC., AND CARIBE TRANSPORT, LLC,

Respondents.

On Writ Of Certiorari
To The United States Court Of Appeals
For The Seventh Circuit

BRIEF FOR RESPONDENTS

DOROTHY G. CAPERS
CHRISTOPHER A. UGARTE
C.H. ROBINSON
WORLDWIDE, INC.
14701 Charlson Road
Eden Prairie, MN 55347
(952) 937-8500

WARREN L. DEAN JR.
Counsel of Record
KATHLEEN E. KRAFT
THOMPSON COBURN LLP
1909 K Street, N.W.
Washington, DC 20006
(202) 585-6900
wdean@thompsoncoburn.com

THEODORE J. BOUTROUS JR.
GIBSON, DUNN & CRUTCHER LLP
333 South Grand Avenue
Los Angeles, CA 90071

Counsel for Respondents
(Additional Counsel Listed on Inside Cover)

THOMAS H. DUPREE JR.
ZAKIYYAH T. SALIM-WILLIAMS
LUCAS C. TOWNSEND
CAMERON J.E. PRITCHETT
ANDREW G. BARRON
LUKE J.P. WEARDEN
GIBSON, DUNN & CRUTCHER LLP
1700 M Street, N.W.
Washington, DC 20036

MATTHEW J. REH
PAUL L. BRUSATI
JULIE FIX MEYER
ARMSTRONG TEASDALE LLP
7700 Forsyth Boulevard
St. Louis, MO 63105

QUESTION PRESENTED

The Constitution vests in Congress the authority to regulate interstate commerce. Motor carriers and brokers perform functions essential to that commerce and are governed by a federal framework that leaves little room for state interference. In the Federal Aviation Administration Authorization Act of 1994, Congress broadly preempted state laws "related to a price, route, or service of any motor carrier." 49 U.S.C. § 11501(h)(1) (1994). Mindful that states had long regulated the safety of motor vehicles themselves, Congress preserved the states' pre-existing "safety regulatory authority … with respect to motor vehicles" in a savings clause. *Id.* § 11501(h)(2)(A) (1994). In 1995, Congress recodified the motor carrier preemption provision and added brokers to its scope but did not alter the savings clause. *Id*. § 14501(c)(1).

Petitioner brought a state common-law tort claim against Respondent. Petitioner contended that Respondent, a broker, negligently selected the motor carrier and driver who allegedly caused the accident that injured Petitioner. The Seventh Circuit held that Petitioner's claim was preempted because the claim was related to the services of a broker and did not constitute an exercise of the state's safety regulatory authority with respect to motor vehicles.

The question presented is: Whether 49 U.S.C. § 14501(c) preempts a state common-law claim against a broker for negligently selecting a motor carrier or driver.

PARTIES TO THE PROCEEDING AND RULE 29.6 STATEMENT

1. The caption contains the names of all the parties to the proceeding below.

2. The disclosure statement included in the Respondent Brief filed on July 7, 2025 remains accurate.

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BRIEF FOR RESPONDENTS

INTRODUCTION

The motor carrier industry is the dominant means of moving freight throughout the United States. Ever since Congress enacted the Motor Carrier Act of 1935, the industry has been governed by a comprehensive federal framework that defines the roles, authorities, and responsibilities (including financial responsibilities) of motor carriers and brokers. Under this framework, the federal government exercises the exclusive authority to license and regulate motor carriers and brokers engaging in interstate operations, while state authorities license and regulate motor vehicles and drivers (but not brokers) subject to federal requirements and standards.

As entities fashioned by federal law, motor carriers and brokers perform federally defined and mutually exclusive roles to support the nation's competitive, deregulated trucking services market. Motor carriers "provid[e] motor vehicle transportation." 49 U.S.C. § 13102(14). Brokers do not because—by statutory definition—brokers are not motor carriers. *Id*. § 13102(2). "[B]rokers arrange … for the transportation of property by authorized motor carriers,"[1] typically by "receiv[ing] money from a shipper, from which they must pay the motor carrier for providing the transportation." *Prop. Broker Sec. for the Prot. of the Pub. 49 C.F.R. Part 1043*, 3 I.C.C.2d 916, 918 (I.C.C. July 10, 1987). They "do not operate vehicles[,]

[1] The contract for the movement of the goods (bill of lading) is between the shipper and the motor carrier. Under it, the carrier accepts responsibility for delivery of the goods.

… transport or otherwise handle cargo," *id.*, or hire drivers. Nor are brokers responsible for, or insurers of, motor vehicle safety. *Compare* 49 U.S.C. § 13906(b) (broker financial responsibility limited to claims for nonpayment of freight charges under broker's contracts, agreements, or arrangements) *with id.* §§ 13906(a)(1), 31139 (carrier financial responsibility includes liabilities for personal injury resulting from motor vehicle negligence).

The industry depends on the distinct roles of carriers and brokers. Companies that ship goods in commerce, known as shippers, often engage brokers to arrange for the transportation of goods. Motor carriers haul those goods over the nation's roadways. Entities cannot operate as motor carriers or brokers without the requisite federal authority and then may only operate within their sphere of granted authority. *See* 49 U.S.C. § 13904(d) (broker must be separately licensed as a carrier to operate as a carrier). In other words, a broker *operating as a broker* does not transport property, operate motor vehicles, hire drivers, or assume responsibility for the cargo being transported. Federal Motor Carrier Safety Administration (FMCSA) (May 22, 2023), https://www.fmcsa.dot.gov/faq/what-are-definitions-motor-carrier-broker-and-freight-forwarder-authorities (on file with Thompson Coburn LLP).

In the Federal Aviation Administration Authorization Act of 1994 (FAAAA), Congress expressly preempted all state laws related to a price, route, or service of any motor carrier, save a narrow carve-out (in a savings clause) for state safety regulatory authority with respect to motor vehicles. Congress subsequently extended its express preemption to brokers

without expanding the savings clause. FAAAA preemption, 49 U.S.C. § 14501(c), protects the operation of the federal framework. To that end, Section 14501(c)(1)'s scope is purposefully broad, and the circumstances permitting state action having a connection with, or reference to, motor carrier or broker prices, routes, or services, are limited. As relevant here, Section 14501(c)(1)'s scope is tempered only by Congress's preservation of states' pre-existing authority to regulate what states license—motor vehicles.

States are obligated to respect the roles and responsibilities of motor carriers and brokers under federal law. Nevertheless, some courts in recent years have permitted plaintiffs to pursue state-law tort claims seeking to hold brokers financially responsible for the results of motor vehicle negligence. Consequently, states, through their tort systems under doctrines like negligent selection, negligent entrustment, or even vicarious liability,[2] are rewriting the federally defined roles and responsibilities of motor carriers and brokers, blurring the lines between carriers and brokers, and imposing on brokers the responsibilities and obligations that Congress determined would be borne by motor carriers. Section 14501(c) does not countenance such a result.

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[2] The Question Presented asks whether a common-law claim against a broker for "negligently selecting" a motor carrier or driver is preempted. Petitioner also refers to the "hiring" of motor carriers or drivers by brokers. Accordingly, this brief refers to Petitioner's claim broadly as a negligent-selection claim, *see* Pet. Br. 13 n.3, which encompasses any state common-law claim or doctrine—however named (e.g., hiring, selection, entrustment, vicarious liability)—that seeks to impose the responsibilities and/or liabilities of licensed motor carriers on licensed brokers.

STATUTORY PROVISIONS INVOLVED

The pertinent statutory provisions are reproduced in the appendix to this brief.

STATEMENT OF THE CASE

I. Legal Background

Federal law has governed the trucking industry for nearly a century. Motor Carrier Act of 1935 (1935 Act), Pub. L. No. 74-255, 49 Stat. 543. In 1980, with deregulation as its objective, Congress enacted the Motor Carrier Act of 1980. It broadly deregulated the interstate trucking industry while retaining core features like the federal licensing scheme for brokers and motor carriers. Pub. L. No. 96-296, §§ 5(a)(3), 17(a)(2), 94 Stat. 793, 794, 810-11 (1980 Act). Congress at first did not include an express preemption provision.

That changed in 1994. Spurred by nearly a decade-and-a-half of experience with a "patchwork of state service-determining laws, rules, and regulations," *Rowe v. N.H. Motor Transp. Ass'n*, 552 U.S. 364, 373 (2008), that unreasonably burdened interstate motor carriers, *see City of Columbus v. Ours Garage & Wrecker Serv., Inc.*, 536 U.S. 424, 440 (2002) (citing FAAAA, Pub. L. No. 103-305, § 601(a)(1), 108 Stat. 1569, 1605), Congress enacted the two provisions at the center of this case: Section 14501(c)(1) and (c)(2)(A). *See* FAAAA § 601(c), 108 Stat. at 1606 (originally codified at 49 U.S.C. § 11501(h)).

Section 14501(c)(1) is a broad preemption provision designed to prevent states from interfering with deregulation. Today, that provision provides in relevant part that

> a [s]tate, political subdivision of a [s]tate, or political authority of 2 or more [s]tates may not enact or enforce a law, regulation, or other provision having the force and effect of law related to a price, route, or service of any motor carrier … or any motor private carrier, broker, or freight forwarder with respect to the transportation of property.

49 U.S.C. § 14501(c)(1).

The second provision, Section 14501(c)(2)(A), is a narrow savings clause designed to preserve "preexisting and traditional state police power over" motor vehicle safety. *Ours Garage*, 536 U.S. at 439. Today, it provides that federal preemption

> shall not restrict the safety regulatory authority of a [s]tate with respect to motor vehicles, the authority of a [s]tate to impose highway route controls or limitations based on the size or weight of the motor vehicle or the hazardous nature of the cargo, or the authority of a [s]tate to regulate motor carriers with regard to minimum amounts of financial responsibility relating to insurance requirements and self-insurance authorization.

49 U.S.C. § 14501(c)(2)(A).

The Federal Framework. Congressional action with respect to the trucking industry has always had, as a primary goal, the elimination of patchwork regulation of motor carriers. *See Rowe*, 552 U.S. at 373; Hours of Service of Drivers, 61 Fed. Reg. 57,252, 57,253 (proposed Nov. 5, 1996) (noting that "lack of uniform regulations, or none at all in some [s]tates" led to passage of the 1935 Act). To that end, Congress's deregulatory changes in the late 20th century

amended and reformed—but did not repeal—federal regulation of the trucking industry. Congress preserved this framework time and again, even as it reduced federal economic regulation to allow market forces to determine pricing, routes, and services.

Today, motor carriers and brokers remain subject to federal licensure and oversight. However, federal law defines motor carriers and brokers differently and regulates them to varying degrees. 49 U.S.C. § 13904(d)(1).

Motor Carriers. A motor carrier is any person "providing motor vehicle transportation for compensation." 49 U.S.C. § 13102(14). Motor carrier interstate operations require registration with (and authority from) FMCSA. *Id.* § 13902(a); 49 C.F.R. pt. 365; 49 C.F.R. §§ 392.9a, 392.9b. The grant of federal operating authority is premised on a carrier's willingness and ability to comply with, among other things, federal safety regulations and safety fitness requirements. 49 U.S.C. §§ 13902, 31134.

Federal law requires motor carriers to insure against liabilities for "bodily injury to, or death of, an individual resulting from the negligent operation, maintenance, or use of motor vehicles, or for loss or damage to property," or both. *Id.* § 13906(a)(1). While the Secretary of Transportation sets the minimum amounts of financial responsibility required for both motor carriers and brokers, *id.* §§ 13906(a), (b)(3), 31139(b), the savings clause expressly preserves states' authority to raise minimum insurance levels only on *carriers* operating within their borders, *id*. § 14501(c)(2)(A).

Brokers. Regulation of brokers is more limited. A broker is defined as "a person, other than a motor carrier … that as a principal or agent sells … provid[es], or arrang[es] for, transportation by motor carrier for compensation." 49 U.S.C. § 13102(2). Like motor carrier operations, broker operations require registration with (and authority from) FMCSA. *Id.* § 13904(a); 49 C.F.R. pt. 365. Registered brokers must use *federally registered* motor carriers when arranging for the interstate transportation of property. 49 C.F.R. §§ 371.2, 371.3.

Unlike motor carriers, brokers need not insure against personal injury claims. Rather, brokers must hold a surety bond or other financial security to satisfy claims arising from the broker's failure to pay freight charges under its contracts, agreements, or arrangements for transportation. 49 U.S.C. § 13906(b). States have no authority to modify brokers' financial responsibility requirements. *See id.* § 14501(b), (c)(2)(A).

II. The Case Below

Respondent C.H. Robinson[3] provides transportation logistics services to companies around the world. Respondent is federally licensed to engage in operations in interstate and foreign commerce as a broker arranging for freight transportation.[4] As an industry-

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[3] Respondents C.H. Robinson Worldwide, Inc., C.H. Robinson Company, Inc., C.H. Robinson International, Inc., and C.H. Robinson Company are collectively referred to as Respondent.

[4] Respondent holds broker operating authority only. *Licensing & Insurance Carrier Search: C.H. ROBINSON COMPANY INC.*, FMCSA, https://tinyurl.com/jkjb5s99 (type "2226453" into

leading broker, Respondent works with tens of thousands of federally licensed motor carriers to "efficiently and cost-effectively arrange the transport of [its] customers' freight." JA 15. Caribe Transport, LLC (Caribe) was one such carrier. Consistent with federal requirements, *see* 49 U.S.C. § 13904(d), Caribe (the motor carrier)—not Respondent (the broker)—was "responsible for the hiring and firing of drivers." *Montgomery v. Caribe Transp. II, LLC*, Case No. 19-CV-1300-SMY, 2023 WL 7280899, at *1 (S.D. Ill. Nov. 3, 2023). As the broker, Respondent "did not provide training to Caribe's drivers, review Caribe's logbooks or driving records, provide equipment or tools for hauling loads to Caribe or its drivers, obtain insurance for Caribe, or pay for fuel expenses, tolls, or maintenance or repairs on Caribe trucks or trailers." *Id.* at *4.

Petitioner Shawn Montgomery was injured when his truck was hit by another tractor-trailer in Illinois. He sued the driver, Caribe, and Respondent in the U.S. District Court for the Southern District of Illinois. Among other state-law claims, Petitioner alleged that Respondent had negligently selected Caribe and the driver. Respondent denied all allegations, D. Ct. Dkt. 65 at 2-3, and moved for judgment on the pleadings and later for summary judgment, *Montgomery*, 2023 WL 7280899, at *3.

The district court ruled for Respondent. Applying the Seventh Circuit's decision in *Ye v. GlobalTranz*

"USDOT Number," check the "reCAPTCHA" checkbox, click search, and then click "HTML" under "View Details") (on file with Thompson Coburn LLP) (last visited Jan. 12, 2026).

Enterprises, Inc., 74 F.4th 453 (7th Cir. 2023), the district court held that Section 14501(c) preempted Petitioner's negligent-selection claims against Respondent. Pet. App. 13a.

The Seventh Circuit affirmed, relying on *Ye*. Pet. App. 9a-10a. In *Ye*, the Seventh Circuit—echoing the conclusions of other circuits that have analyzed the question—determined that negligent-selection claims "fall comfortably within the language of the preemption provision," Section 14501(c)(1). 74 F.4th at 459. Such claims "strike[] at the core of [a] broker['s] services" by imposing "a new … duty of care on brokers" that would require brokers to "change how they conduct their services—for instance, by incurring new costs to evaluate motor carriers." *Id.*

Turning to Section 14501(c)(2)(A), the Seventh Circuit concluded that "a common law negligence claim enforced against a broker is not a law that is 'with respect to motor vehicles.'" *Id.* at 460. Because the phrase "with respect to" "'massively limit[ed] the scope'" of Section 14501(c)(2)(A), the court explained, there must be "a direct link between a state's law and motor vehicle safety." *Id.* (quoting *Dan's City Used Cars, Inc. v. Pelkey*, 569 U.S. 251, 261 (2013)). But there was no such direct link between negligent-selection claims against brokers and motor vehicle safety. *Id.* The court found support for its holding from (i) the fact that Congress had expressly included brokers in the preemption provision but omitted them from the savings clause; (ii) the absence of a savings clause in the provision that preempted state laws related to intrastate rates, routes, or services of brokers, 49 U.S.C. § 14501(b); and (iii) the lack of "evidence in Title 49

that Congress sees a direct relationship between broker services and motor vehicles" since "[b]rokers are noticeably absent from motor vehicle safety regulations throughout the statutory scheme." *Id.* at 460-64.

Thus, the Seventh Circuit correctly concluded that "the plain text and statutory scheme indicate that 49 U.S.C. § 14501(c)(1) bars … negligent[-selection] claim[s] and that … § 14501(c)(2)(A) does not save [them] from preemption." *Id.* at 466.

SUMMARY OF ARGUMENT

I. State-law tort claims, like negligent-selection claims, against brokers are expressly preempted under the plain text of Section 14501(c)(1) and because such claims conflict with the federal licensing scheme.

A. Statutory text, structure, and history establish that Section 14501(c)(1) has a broad preemptive scope. Petitioner's negligent-selection claims constitute a "law, regulation, or other provision having the force and effect of law" under Section 14501(c)(1). Moreover, Petitioner's claims are "related to" the prices, routes, or services of brokers because they have a "connection with, or reference to" those prices, routes, or services. *See Rowe*, 552 U.S. at 370-71. Specifically, Petitioner's claims connect with, and refer to, a broker's *services as a broker*, including arranging for the delivery of freight by motor carrier.

Separately, Petitioner's claims relate to motor carrier prices, routes, or services under Section 14501(c)(1). The enforcement of claims like Petitioner's will cause brokers and shippers to select carriers using procedures dictated by a patchwork of state standards and obligations. These standards will inhibit federally licensed carriers from offering their services and securing customers (being selected) for those services. They also will create barriers to market entry for motor carriers. Preemption of claims like Petitioner's ensures that states do not indirectly regulate the prices, routes, or services of motor carriers, erect market entry barriers inimical to Congress's deregulatory goals, or otherwise undercut a motor car-

rier's federally granted right (through licensure) to engage in interstate operations, through the imposition of broker liability.

Separately, Section 14501(c)(1)'s broad preemptive scope is necessary to prevent state interference with federal uniformity in regulating foreign commerce.

B. Petitioner's contrary arguments fail. Petitioner relies—unpersuasively—on appellate court decisions finding some personal injury claims against airlines not preempted under the similar Airline Deregulation Act (ADA) preemption provision. But those courts did so because Congress requires air carriers to maintain personal injury insurance. *See* 49 U.S.C. § 41112(a). While motor carriers face analogous insurance requirements and liabilities, brokers do not. *Compare id.* § 13906(a) *with id*. § 13906(b).

II. Section 14501(c)(2)(A) does not save negligent-selection and similar state-law claims for two independent reasons. First, the provision's plain text, role in the statutory scheme, and history confirm that Section 14501(c)(2)(A) does not apply to brokers. Second, reading Section 14501(c)(2)(A) to permit negligent-selection claims against brokers would run afoul of this Court's decision in *Castle v. Hayes Freight Lines*, 348 U.S. 61 (1954). There, this Court held that states may not decide which federally licensed motor carriers can (and cannot) operate in interstate commerce. *See id*. at 63. *Castle* teaches that states never had the authority to second-guess federal motor carrier licensing decisions. Therefore, the savings clause does not permit the exercise of such authority by states now under the guise of motor vehicle safety.

A. Every textual feature of Section 14501(c)(2)(A) confirms that its limited scope covers only those state laws with a direct connection to motor vehicles. Petitioner's claims lack that nexus.

To start, this Court's precedent confirms that Congress's use of "regulatory authority … with respect to motor vehicles" requires a direct connection between the state's exercise of regulatory authority and the permitted object thereof—here, motor vehicles. *See Dan's City*, 569 U.S. at 261-62; *see also Pilot Life Ins. Co. v. Dedeaux*, 481 U.S. 41, 50 (1987). Brokers do not own or operate motor vehicles or hire drivers, so understandably, claims against brokers are not directly connected to motor vehicles. Rather, such claims connect to brokers' relationships with and selection of federally licensed motor carriers to perform interstate transportation—an activity that is decidedly unrelated to motor vehicles.

Well-established canons of interpretation confirm the savings clause's narrow reach. It is a "cardinal principle" that statutes should be interpreted to give effect to every word. *Loughrin v. United States*, 573 U.S. 351, 358 (2014). Reading the savings clause to preserve all state laws that might indirectly promote motor vehicle safety would render superfluous other provisions in Section 14501(c)(2)(A) that specifically preserve states' authority to indirectly promote motor vehicle safety—for instance, by regulating the minimum amounts of financial responsibility a motor carrier must hold to cover liabilities for personal injury claims. Moreover, words are known by the company they keep. Reading "motor vehicle safety" in the savings clause to extend to negligent-selection claims would put that portion of the clause at odds with the

other state authorities that Congress preserved in Section 14501(c)(2)(A)—all traditional areas of state authority concerning how *motor carriers* transport property.

B. The structure of Section 14501 and the remainder of Title 49 also confirm that Section 14501(c)(2)(A) does not apply to brokers. Congress enacted Section 14501(c)(2)(A) when Section 14501(c)(1) expressly preempted only state laws relating to motor carrier prices, routes, or services. Congress did not amend Section 14501(c)(2)(A) when it added broker prices, routes, or services to the scope of Section 14501(c)(1). Congress also chose not to include a savings clause in Section 14501(b), which preempts state laws related to intrastate rates, routes, or services of brokers and freight forwarders. (Petitioner does not explain why Congress would save tort claims against brokers arranging interstate—but not intrastate—movements.) And elsewhere in Title 49, Congress regulates motor carriers with respect to safety without mentioning brokers.

C. History shows that the savings clause does not permit negligent-selection claims against brokers. States have never had authority to impose personal injury liability on brokers. Nor have states traditionally had any authority to second-guess federal motor carrier licensing decisions. *See Castle*, 348 U.S. at 63. Permitting states to impose negligent-selection liability on brokers would subject brokers' choice of motor carriers to differing state standards, thereby allowing states to do indirectly what they have never been able to do directly. Petitioner's interpretation would flout *Castle* by allowing states to second-guess, via broker liability, the fitness of licensed motor carriers under

the guise of motor vehicle safety. Implied conflict preemption would independently foreclose this result.

D. Petitioner's reliance on policy concerns cannot salvage his argument. In deregulating the transportation industry, Congress balanced state and federal interests as well as economic and safety considerations. Congress preserved sufficient state authority to promote motor vehicle and highway safety through direct state regulation of motor vehicles and states' cooperation with the federal government. That preserved authority does not go so far as to permit states to redefine the responsibilities of federally licensed brokers under the guise of motor vehicle safety. The states may not redefine the carefully established boundaries between motor carriers and brokers by creating *broker* responsibility for motor carriers and drivers.

ARGUMENT

I. The FAAAA Preempts Negligent-Selection Claims.

A. Statutory text, structure, and history establish the broad preemptive scope of Section 14501(c)(1).

1. Section 14501(c)(1) prohibits states from enforcing any "law, regulation, or other provision having the force and effect of law related to a price, route, or service of any motor carrier … broker, or freight forwarder with respect to the transportation of property." 49 U.S.C. § 14501(c)(1). State-law negligent-selection claims against brokers are preempted under the statute's plain language.

There is no dispute that negligent-selection claims constitute a "law, regulation, or other provision having the force and effect of law" under Section 14501(c)(1). Such claims derive from the common law of negligence. *Northwest, Inc. v. Ginsberg*, 572 U.S. 273, 281-82 (2014) (construing the phrase "law, regulation, or other provision" to extend to common-law claims). Therefore, the Seventh Circuit concluded that negligent-selection claims are encompassed by that portion of Section 14501(c)(1). *Ye*, 74 F.4th at 459. Petitioner offers no argument to the contrary.

Petitioner's claims are also "related to" the prices, routes, or services of brokers. Congress's broader statutory structure governing the transportation industry confirms as much. Indeed, this Court has concluded that the phrase "related to" in the FAAAA has a broad scope based on near-identical language in the ADA. *See Rowe*, 552 U.S. at 370. State laws are "related to" the prices, routes, or services of brokers if they have some "connection with, or reference to" those prices, routes, or services. *Id.* at 370-71. While the law's connection need only be "indirect," *id.* at 370, there is a direct connection here. Petitioner's allegation that Respondent failed to use reasonable care in selecting a motor carrier,[5] JA 22-23, "strikes at the core" of the broker's role and function in the transportation chain, *Ye*, 74 F.4th at 459. After all, brokers are intermediaries between shippers and carriers, and the selection

[5] Petitioner also alleged that Respondent failed to use reasonable care in hiring the driver. JA 24-25. Driver hiring is a carrier function, not a broker function. Respondent is a broker and cannot perform carrier functions under its broker operating authority. Otherwise, Respondent would be acting as a carrier and would be required to be registered as such. *See* 49 U.S.C. § 13904(d).

of a carrier is undoubtedly a "service" that a broker performs. *See* 49 U.S.C. § 13102(2) (Brokers "sell[ ], provid[e], or arrang[e] for, transportation by motor carrier for compensation."); 49 C.F.R. § 371.2 ("Brokerage or brokerage service is the arranging of transportation or the physical movement of a motor vehicle or of property.").

The connection between Petitioner's claim and a broker's prices, routes, or services is obvious. "[B]y challenging the adequacy of care" a broker allegedly failed to take in selecting a motor carrier for the transportation of property, negligent-selection claims subject brokers to substantive duties of care defined by the whims of judges or juries. *See Ye*, 74 F.4th at 459. Imposing this state-law duty of care would fundamentally reshape how brokers operate. Brokers would be required to use "qualitatively different procedures" for carrier selection. *See Bower v. Egyptair Airlines Co.*, 731 F.3d 85, 96 (1st Cir. 2013); *see also Am. Airlines, Inc. v. Wolens*, 513 U.S. 219, 232 (1995) (ADA preemption "stops [s]tates from imposing their own substantive standards" on airline rates, routes, or services). They would shoulder "new costs to evaluate motor carriers" to avoid costly monetary judgments. *Ye*, 74 F.4th at 459. And they would "hire different motor carriers than they would have otherwise hired without the state negligence standards." *Id.*

The statutory text is not "ambiguous." *Contra* Pet. Br. 46. The provision preempts state laws "related to a price, route, or service" of a broker "with respect to the transportation of property." 49 U.S.C. § 14501(c)(1). Those elements are satisfied here because the conduct Petitioner challenges—Respondent's selection of a motor carrier—is itself a service

performed with respect to the transportation of property. *See id.* § 13102(2).

2. Historical context likewise confirms that Petitioner's claims are preempted because of their connection to *motor carrier* prices, routes, or services under Section 14501(c)(1).

Congress has regulated motor carrier operations extensively for decades. After the passage of the 1935 Act, the Interstate Commerce Commission (ICC) exercised exclusive authority to determine, through licensing, what carriers could engage in interstate operations. 1935 Act §§ 203(a)(14), 206(a), 49 Stat. at 544, 551; *see also* 49 U.S.C. § 306 (1946). Federal operating authority was "granted only after a showing of fitness and ability to perform and a public need for the proffered service" and was "limit[ed as to] the scope and business of the permitted operations in the case of a contract carrier, and the routes and termini which may be served by a certificated common carrier." *Am. Trucking Ass'ns, Inc. v. United States*, 344 U.S. 298, 302 (1953). The ICC regulated motor carriers with respect to "continuous and adequate service, transportation of baggage and express, uniform systems of accounts, records, and reports, preservation of records, qualifications and maximum hours of service of employees, and safety of operation and equipment." 49 U.S.C. § 304(a)(1) (1946). Federal law assigned to motor carriers the responsibility for insuring against damages resulting from motor vehicle negligence. *Id*. § 315 (1946).

In 1980, as part of a broader effort to deregulate transportation, Congress revisited federal restrictions on market entry and carrier operations. 1980 Act, 94

Stat. 793; *see Gamble v. I.C.C.*, 636 F.2d 1101, 1102-03 (5th Cir. 1981). But Congress retained the requirement that carriers obtain federal operating authority, albeit under a revised standard. 1980 Act § 5(a)(3), 94 Stat. at 794 (amending 49 U.S.C. § 10922); *Gamble*, 636 F.2d at 1103. Today, motor carriers still must obtain operating authority from FMCSA. 49 U.S.C. § 13902(a); 49 C.F.R. pt. 365; 49 C.F.R. § 392.9a(a). That grant of authority is conditioned upon a federal determination that the carrier is willing and able to comply with federal safety regulations and safety fitness requirements. 49 U.S.C. § 13902(a). Once authority is secured, FMCSA's ability to suspend, amend, or revoke that authority is limited by statute. *Id*. § 13905(d); *see* 49 C.F.R. § 385.13. Registration as a motor carrier enables the registered entity to be selected by a registered broker for interstate movements. *See* 49 C.F.R. §§ 371.2, 371.3. Federal registration signals to the industry that the registered carrier is "open" for interstate business.

The exclusivity of the federal government's licensing decisions is confirmed by this Court's decision in *Castle v. Hayes Freight Lines*, 348 U.S. 61 (1954). In *Castle*, a state law limited the freight that trucks could carry over state highways and barred repeat violators from accessing the roadways. 348 U.S. at 62-63. This Court held that while the 1935 Act reserved to states the authority "to regulate the sizes and weights of motor vehicles," it did not permit states to decide whether certain motor carriers could operate in interstate commerce. *Id.* at 64. So while states could—consistent with federal law—regulate truck weights, they could not do so in a manner "amounting to a sus-

pension or revocation of an interstate carrier's commission-granted right to operate." *Id.*; *see also Gibbons v. Ogden*, 22 U.S. (9 Wheat.) 1 (1824) (holding that states may not preclude a federally licensed carrier from operating in interstate commerce). *Castle* remains good law today. *See* Br. for United States as Amicus Curiae Supporting Reversal, 29, *Am. Trucking Ass'ns, Inc. v. City of Los Angeles*, 569 U.S. 641 (2013).

Negligent-selection and similar claims, even though asserted against brokers, undercut a *motor carrier's* federally granted right to operate, thereby impacting a motor carrier's prices, routes, or services. Standards and obligations, imposed on brokers and users of motor carrier services by the "varied common law mandates of myriad states," will dictate, and therefore restrict, *which* federally authorized motor carriers may offer their services and secure customers (be selected) for those services. *Miller v. C.H. Robinson Worldwide, Inc.*, 976 F.3d 1016, 1032 (9th Cir. 2020) (Fernandez, J., concurring in part and dissenting in part). Those state standards may even limit the routes over which carriers can operate. Carriers that do not meet state-specific standards will lose the ability to sell their services to brokers and shippers and will be "effectively eliminate[d] … from the transportation market altogether." *Id.*; *see also Ye*, 74 F.4th at 459.

Imposing personal injury liability on brokers for the consequences of motor carrier operations would upend Congress's deregulation of the trucking industry. The specter of tort liability will cause brokers and shippers to select only those carriers that satisfy the

most stringent state standards—chilling new entrants' ability to attract customers, creating barriers to market entry, and countering the very purpose of Congress's deregulatory scheme. That negligent-selection claims would have a "significant impact" on "Congress'[s] deregulatory and pre-emption-related objectives" is an independent reason to interpret Section 14501(c)(1) as preempting such claims. *Rowe*, 552 U.S. at 371.

Contrary to Petitioner's view, then, Section 14501(c)(1) promotes Congress's deregulatory objectives by "ensur[ing] that the [s]tates [do] not undo federal deregulation with regulation of their own," and relieving motor carriers of the unreasonable burden of having to navigate "a patchwork of state service-determining laws, rules, and regulations." *Rowe*, 552 U.S. at 368, 373. Congress designed Section 14501(c)(1) with the understanding that state-imposed barriers to entry were just as inimical to Congress's deregulatory efforts as their former federal counterparts. *Cal. Trucking Ass'n v. Su*, 903 F.3d 953, 960-61 (9th Cir. 2018).

3. The broad preemptive sweep of Section 14501(c)(1) is buttressed by Congress's enduring commitment to federal uniformity in the foreign commerce of the United States. *See, e.g.*, *Japan Line, Ltd. v. Los Angeles Cnty.*, 441 U.S. 434, 449 (1979). Non-U.S. entities routinely arrange for and provide transportation of property in the United States as part of international, cross-border movements. Recognizing state authority to impose standards for selecting carriers operating in foreign commerce runs counter to, and would usurp, federal uniformity in the regulation of that foreign commerce.

Under Petitioner's construction, state law would impermissibly impact Congress's "exclusive and plenary" power over foreign commerce. *See Bd. of Trs. of Univ. of Illinois v. United States*, 289 U.S. 48, 56-57 (1933). For example, Canadian brokers engage Canadian motor carriers—with FMCSA operating authority—to carry property moving between the United States and Canada. Canadian brokers arranging for property movements to, from, or through the United States would be required to align their carrier relationships and selection decisions with varied state-level standards and obligations—even when selecting a *Canadian* motor carrier. So too for foreign ocean carriers that hire motor carriers to complete intermodal movements. No historical evidence suggests that Congress intended Section 14501(c)(1) to permit state action against brokers for tort liability that would disrupt the free flow of foreign commerce.

B. Petitioner's arguments to the contrary are unavailing.

Petitioner urges this Court to disregard Congress's broad preemption of state-law claims "related to" broker services, *Rowe*, 552 U.S. at 370-71, arguing that Section 14501(c)(1) is "at best ambiguous." Pet. Br. 46. His arguments—which seek to "create ambiguity where none exists," *see Sackett v. EPA*, 598 U.S. 651, 725 (2023) (Kavanaugh, J., concurring in the judgment)—are unconvincing.

1. Petitioner first asserts, without citation, that his negligent-selection claims "do not seek to regulate C.H. Robinson's prices, routes[,] or services." Pet. Br. 46. But Section 14501(c)(1) asks whether Petitioner's

claims are "*related to*" a broker's prices, routes, or services, not whether they directly regulate those prices, routes, or services. Had Section 14501(c)(1) "been designed to pre-empt state law in such a limited fashion, it would have forbidden the [s]tates to '*regulate* rates, routes, and services.'" *Morales v. Trans World Airlines, Inc.*, 504 U.S. 374, 385 (1992) (emphasis added). It does not. Thus, whether Petitioner's claims overtly *seek to regulate* those topics is irrelevant.

In any event, Petitioner's claims *do* seek to regulate broker services. Petitioner seeks to place on Respondent and other brokers the obligation to select "safe" motor carriers (as well as "safe" drivers, which brokers cannot do within their federal operating authority as brokers, *see* 49 U.S.C. § 13904(d); FMCSA (May 22, 2023), https://www.fmcsa.dot.gov/faq/what-are-definitions-motor-carrier-broker-and-freight-forwarder-authorities (on file with Thompson Coburn LLP)). Enforcement of claims like Petitioner's will cause brokers to change their business methods and force them to assume the responsibilities of motor carriers under federal law.

Petitioner also suggests that his negligent-selection claim is not preempted because his theory of liability is "not directly premised on the fact that C.H. Robinson hired Caribe Transport and Varela Mojena for the transportation of property." Pet. Br. 46. But Section 14501(c)(1) does not require a direct connection between a *plaintiff's claims* and "the transportation of property." Rather, the necessary connection is twofold: (i) between a plaintiff's claims and "price[s], route[s], or service[s]" and (ii) between "price[s], route[s], or service[s]" and "the transportation of property." 49 U.S.C. § 14501(c)(1). That is so because the

phrase "with respect to the transportation of property" modifies "price[s], route[s], or service[s] of any … broker." *Id.*; *cf.* A. Scalia & B. Garner, *Reading Law: The Interpretation of Legal Texts* 152-53 (2012) ("When the syntax involves something other than a parallel series of nouns or verbs, a prepositive or postpositive modifier normally applies only to the nearest reasonable referent."). Therefore, Petitioner's claims need only "relate to" a broker's prices, routes, or services insofar as those prices, routes, or services concern the transportation of property. It does not matter whether a negligent-selection claim involves an accident with a "full or empty" trailer, or whether an accident involves "the transport of passengers or property." Pet. Br. 46-47. What matters is that negligent-selection claims affect, even indirectly, brokers' prices, routes, or services concerning the transportation of property.

2. Petitioner also argues that Section 14501(c)(1) does not reach his claims because courts have interpreted the ADA preemption provision, 49 U.S.C. § 41713, not to preempt state-law personal injury claims against air carriers. In Petitioner's view, since Congress modeled Section 14501(c)(1) after the ADA provision and the ADA provision does not reach *some* personal injury claims against air carriers, Section 14501(c) also must not preempt Petitioner's negligent-selection claims against Respondent, a broker. Pet. Br. 47-48. The cases interpreting the ADA provision undermine Petitioner's argument.

The courts that have declined to deem personal injury claims against air carriers preempted under the ADA have done so for a particular reason: Congress

requires air carriers to maintain personal injury insurance. *See* 49 U.S.C. § 41112(a). For those courts, the insurance requirement "suggests that Congress never intended to preempt personal injury claims" against air carriers. *Bower*, 731 F.3d at 95. Unlike motor carriers or air carriers, however, brokers are not required to insure against liability for personal injury. *See* 49 U.S.C. § 13906(a)-(b). So while Petitioner elsewhere argues that these insurance requirements are "inapposite," Pet. Br. 35, his own cases deem them critical. Indeed, the insurance requirements are another indication that claims against brokers are preempted (and not saved).[6] *See, infra,* § II.B.1.c.

3. No presumption against preemption applies here. Section 14501(c)(1) is "an express preemption clause," so the proper inquiry "focus[es] on the plain wording" of the provision, "which necessarily contains the best evidence of Congress'[s] pre-emptive intent." *Puerto Rico v. Franklin Cal. Tax-free Tr.*, 579 U.S. 115, 125 (2016) (quoting *Chamber of Com. v. Whiting*, 563 U.S. 582, 594 (2011)).[7] The Brief of Preemption

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[6] Respondent does not contend that Section 14501(c)(1) preempts personal injury claims *against motor carriers* or that, if preempted, Section 14501(c)(2)(A) would not save such claims.

[7] Even for conflict preemption, some members of this Court have expressed skepticism that there is a presumption against preemption. *See, e.g.*, *Wyeth v. Levine*, 555 U.S. 555, 624 (2009) (Alito, J., dissenting) (rejecting the argument that "the 'presumption against pre-emption' is relevant to the conflict pre-emption analysis"); Amy Coney Barrett, *Substantive Canons and Faithful Agency*, 90 B.U. L. Rev. 109, 180-81 (2010) (noting that the presumption against preemption has been criticized as "illegitimate … on the ground that the Supremacy Clause is not biased against the exercise of federal power" (citations omitted)).

Scholars as Amici Curiae offers no persuasive argument to the contrary. Their cases either did not rely on any presumption or involve federal statutes without an express preemption clause. *See* Br. of Preemption Scholars as Amici Curiae 7-8 (citing *Oneok, Inc. v. Learjet, Inc.*, 575 U.S. 373, 385 (2015), and *Va. Uranium, Inc. v. Warren*, 587 U.S. 761 (2019)).

II. Section 14501(c)(2)(A) Does Not Save Negligent-Selection Claims.

With Section 14501(c)(2)(A), Congress saved from preemption the states' preexisting authority to regulate motor vehicle safety. Section 14501(c)(2)(A)'s language is narrow and targeted. Petitioner's unbounded interpretation of the savings clause is impermissible for two reasons, either of which is an independent basis for affirmance: (1) the provision's plain text, role in the statutory scheme, and history confirm that Section 14501(c)(2)(A) does not apply to brokers; and (2) as a savings clause, Section 14501(c)(2)(A) only preserves authority over motor vehicle safety that states could exercise at the time of the clause's enactment, and states never had the authority to determine which federally licensed motor carriers could engage in interstate operations under this Court's holding in *Castle*.

A. The safety savings clause's plain text is narrow and targeted.

1. In contrast to Section 14501(c)(1)'s expansive scope, three textual components of Section 14501(c)(2)(A) compel a narrow scope that saves from preemption only state-law claims *directly* regulating the safety of motor vehicles. Because brokers do not

own or operate motor vehicles or hire drivers, the plain text does not encompass claims against brokers.

First, in Section 14501(c)(2)(A), Congress defined the limited sphere of the states' preserved regulatory authority in relation to "motor vehicles." That the clause requires a *direct* connection between the state law and motor vehicles is clear from Congress's (i) use of the prepositional phrase "*with respect to*" and (ii) preservation of only "safety *regulatory* authority." 49 U.S.C. § 14501(c)(2)(A) (emphasis added).

As this Court has explained, the prepositional phrase "with respect to" "massively limits" a provision to only those laws that "concern" the object of the prepositional phrase. *Dan's City*, 569 U.S. at 261-62. Here, that object is "motor vehicles."

Dan's City is instructive. There, this Court analyzed the phrase "with respect to" in Section 14501(c)(1) and concluded that state-law claims under a New Hampshire statute regulating the "removal, storage, and disposal of abandoned motor vehicles" were not "sufficiently … *with respect to* the transportation of property to warrant preemption." *Id.* at 255-58 (emphasis altered). It did not matter that the abandoned vehicle had been transported by towing, or that the transportation led to the vehicle's wrongful disposition, or that the statute's charges and deadlines referenced the transportation. *Id*. at 257-58. It mattered only that the conduct giving rise to the claim occurred *after* the "transportation … ha[d] ended." *Id*. at 261-62. In other words, the triggering conduct was not *directly connected* to the transportation of property.

Congress's use of the same prepositional phrase—"with respect to"—in Section 14501(c)(2)(A) has a similar effect. To be saved under Section 14501(c)(2)(A)'s scope-limiting phrase—"safety regulatory authority … with respect to motor vehicles"—a state-law claim must "involve [motor vehicles] within the meaning of the federal Act." *Dan's City*, 569 U.S. at 262. Only a state law that *directly* regulates motor vehicles concerns or involves motor vehicles. *Ye*, 74 F.4th at 460; *Aspen Am. Ins. Co. v. Landstar Ranger, Inc.*, 65 F.4th 1261, 1271 (11th Cir. 2023).

State-law claims against brokers do not "involve" motor vehicles. Brokers do not own or operate motor vehicles or hire drivers, so claims against them cannot regulate the "vehicle [or] machine … used on a highway in transportation." 49 U.S.C. § 13102(16) (defining "motor vehicle"). Rather, these claims regulate a broker's choice of motor carrier to transport goods—a "*service[]* related to th[e] movement" of property. *Id.* § 13102(23) (defining "transportation") (emphasis added); *see also Ye*, 74 F.4th at 465. In other words, they involve transportation, not motor vehicles.

Indeed, the mismatch here is more pronounced than in *Dan's City*. In that case, the defendant *had* transported the property, and the claims "concern[ed] the storage and handling of his car," which were activities included within the definition of transportation. 569 U.S. at 262. Here, brokers neither own nor operate motor vehicles nor hire drivers. They merely "arrang[e] for[] transportation by motor carrier[s]," the precise "service" Congress chose to protect from state interference. 49 U.S.C. § 13102(2). Thus, as in *Dan's City*, Congress's limiting language forecloses

Petitioner's attempt to expand the savings clause beyond the specific object identified by Congress: motor vehicles.

A further indication of the savings clause's limited scope is Congress's preservation of only state "safety *regulatory* authority." 49 U.S.C. § 14501(c)(2)(A) (emphasis added). Congress's use of that phrase in Section 14501(c)(2)(A) requires that the state law in question be "specifically directed toward" motor vehicles in order to "regulate[]" motor vehicles, not merely that it have an indirect "impact" on motor vehicles. *See Pilot Life*, 481 U.S. at 50. Indeed, in *Morales,* this Court gave an expansive construction to the preemption provision in the ADA expressly because Congress had not simply "forbidden the [s]tates to '*regulate* rates, routes, and services'" of air carriers. 504 U.S. at 385. But had Congress intended to preempt state law in a "limited fashion," that is exactly what it would have done. *Id.*

Thus, Congress's use of both "with respect to motor vehicles" and "regulatory authority" in the safety savings clause leads to the inexorable conclusion that only state safety laws specifically directed toward motor vehicles are saved from preemption.

Second, an expansive reading of the safety savings clause would render other parts of the savings clause superfluous. *See Dubin v. United States*, 599 U.S. 110, 126 (2023); *see also McDonnell v. United States*, 579 U.S. 550, 569 (2016). In addition to authority with respect to motor vehicle safety, the clause preserves, through specific reference, state authority to impose highway route controls (e.g., weight limits and haz-

ardous material controls) and to regulate motor carrier financial responsibility amounts. These areas of state authority are connected, albeit indirectly, to motor vehicle safety. The transportation of "hazardous materials," of course, can pose a danger to other motorists; and length, width, and weight restrictions similarly ensure safety on state roads. *See, e.g.*, N.Y. Veh. & Traf. § 385(1)(a)(ii) (providing mechanism to designate a route unsafe for vehicles over a set width). So too for insurance requirements—while not directly regulating safety, they ensure recompense for those harmed by the unsafe operation of a motor vehicle. Thus, if the safety savings clause preserved any law *indirectly* connected to motor vehicle safety, Congress's independent allowances for these other areas of state authority "would almost certainly be redundant." *Aspen*, 65 F.4th at 1272.

Third, the surrounding words compel a narrow reading under the interpretive principle that phrases should be "known by the company [they] keep[]." *Dubin*, 599 U.S. at 124. Motor vehicle safety, highway route controls, and motor carrier financial responsibility—all referenced in Section 14501(c)(2)(A)—share two common features. The first is that they are powers that federal law recognized as belonging to the states when the FAAAA was enacted. For motor vehicle safety, states could enact and enforce more stringent commercial motor vehicle safety laws, if those laws were not "incompatible" with federal regulations and did not impose an "undue burden on interstate commerce." 49 U.S.C. App. § 2507 (1994) (now codified at 49 U.S.C. § 31141). For route controls, states could designate highways over which the transportation of hazardous materials could or could not take place, if

substantive and procedural requirements were followed. 49 U.S.C. App. § 1804(b) (1994) (now codified at 49 U.S.C. § 5112). And states could impose commercial motor vehicle length, width, or weight limits, subject to a federally defined ceiling or floor. 23 U.S.C. § 127 (1994); 49 U.S.C. App. §§ 2311, 2312, 2316 (1994) (now codified at 49 U.S.C. §§ 31111-31113). Finally, for motor carrier financial responsibility, federal law permitted states to require motor carriers to insure against liabilities resulting from motor vehicle negligence at amounts above the federal minimums. 49 U.S.C. § 10927(a)(1) (1994) (now codified at 49 U.S.C. § 13906).

Section 14501(c)(2)(A) preserves this preexisting balance of federal and state authority over motor vehicle safety, route controls, and motor carrier insurance amounts. H.R. Rep. No. 103-677, at 84 (1994) (Conf. Rep.) (provision did not "amend[] other Federal statutes that govern the ability of [s]tates to *impose safety requirements*, hazardous materials routing matters, truck size and weight restrictions or financial responsibility requirements relating to insurance" (emphasis added)). State-imposed controls on broker operations are not a part of this preexisting balance. Interpreting the safety savings clause to sweep negligent-selection and similar claims into the clause's orbit ascribes to motor vehicle safety a meaning inconsistent with the clause as a whole, "thus giving unintended breadth to the Acts of Congress." *Gustafson v. Alloyd Co.*, 513 U.S. 561, 575 (1995).

The second common feature is that the authorities preserved in Section 14501(c)(2)(A) are all directed at motor carriers and operators. Certainly, motor vehicle safety directly relates to the operation, use, and

maintenance of motor vehicles—activities performed by carriers and drivers, not brokers. Similarly, route controls like cargo limits and weight and height restrictions determine the routes by which motor carriers can travel. And the states' authority to increase insurance requirements expressly applies to motor carriers. That the authorities preserved in Section 14501(c)(2)(A) "share [these] attribute[s] counsels in favor of interpreting" the safety savings clause to similarly preserve only regulatory authority directed at motor vehicles, including their ownership and operation. *Beecham v. United States*, 511 U.S. 368, 371 (1994).

2. For his repeated invocations of the statutory text, Petitioner derives little force from the words themselves.

Petitioner first resists the conclusion that "with respect to" is a narrowing phrase. In his telling, that phrase is "expansive" and allows a degrees-of-separation analysis—a broker selects a motor carrier; a carrier (or driver) operates a motor vehicle; therefore, a claim requiring a broker to use care in selecting a carrier (or driver) "necessarily occurs 'with respect to motor vehicles.'" Pet. Br. 21-22. But this Court has expressly concluded that "with respect to" is a "limit[ing]" phrase. *Dan's City*, 569 U.S. at 261. Congress did not enact a chain-of-associations test in which the meaning of the phrase "with respect to motor vehicles" may expand by concatenation. The true target of claims like Petitioner's is not motor vehicles, but brokers' determinations about which motor carriers are fit for selection. Brokers do not own or operate motor vehicles or hire drivers, so the plain meaning of

Section 14501(c)(2)(A) does not countenance claims against brokers.

Petitioner next contends that no meaning can be ascribed to the omission of brokers from the safety savings clause. He argues that deriving significance from this omission would lead to the "(il)logic[al]" exclusion of all "state-law tort claim[s]" from the savings clause's scope because the clause does not mention other entities, such as "motor carriers, drivers, [and] motor vehicle manufacturers." Pet. Br. 29-30.[8]

But Petitioner glosses over critical textual and structural distinctions between the preemption provision and the savings clause that prevent such a result. Section 14501(c)(1) prohibits state laws related to the business aspects of trucking insofar as those laws impact the prices, routes, and services of motor carriers and brokers. By contrast, Section 14501(c)(2)(A) preserves only safety regulatory authority that concerns *motor vehicles*—no matter what entities fall within that subject matter. That distinction is critical: preemption targets economic regulation, whereas the savings clause protects the states' preexisting authority to regulate motor vehicle safety. Petitioner's

[8] Petitioner argues that Congress's specificity in limiting preserved state authority over insurance requirements to motor carriers shows that Congress did not intend for the other areas in Section 14501(c)(2)(A) to be so constrained. Pet. Br. 30 n.7. The opposite is true. By expressly identifying one type of business decision saved from preemption—the amount of insurance motor carriers must carry—Congress impliedly confirmed that *other* business judgments, including those made by brokers, *are* preempted. *See Nat'l R.R. Passenger Corp. v. Nat'l Ass'n of R.R. Passengers*, 414 U.S. 453, 458 (1974) (explaining the "ancient maxim—*expressio unius est exclusio alterius*").

claims fall in the first bucket, not the second, because negligent-selection claims seek to impose a state-law duty of care on a broker's *business* decision to select a particular motor carrier. *See, supra,* § I.A.1. Such claims *do not* concern a motor vehicle except in the most indirect sense.

Moreover, Section 14501(c)(2)(A) was enacted at a time when Section 14501(c)(1)—the provision subject to Section 14501(c)(2)(A)'s preservation of state motor vehicle safety authority—expressly preempted only state laws relating to motor carriers. 49 U.S.C. § 11501(h) (1994). When Congress amended the provision to expressly preempt state laws relating to brokers, Congress did not change the safety savings clause in any way—much less expand its reach to brokers.

The omission of "brokers" from the savings clause (and the absence of a safety savings clause in Section 14501(b)) reflects Congress's judgment that a *broker's* role with respect to the transportation of property does not concern or involve motor vehicle safety. Brokers provide their services without owning or operating motor vehicles, controlling motor carriers, or hiring drivers. *See Prop. Broker Sec. for the Prot. of the Pub.*, 3 I.C.C.2d at 918-19; Black's Law Dictionary (6th ed., 1990) (a broker is only a "middleman or negotiator between parties"); FMCSA (May 22, 2023), https://www.fmcsa.dot.gov/faq/what-are-definitions-motor-carrier-broker-and-freight-forwarder-authorities (on file with Thompson Coburn LLP) ("Brokers … don't transport the property, don't operate motor vehicles or have drivers, and don't assume responsibility for the cargo being transported."). They perform

a facilitative function in the business of connecting shippers with carriers.

Congress's use of the term "motor vehicle," rather than naming entities subject to state motor vehicle safety regulation, does not render the savings clause ineffective under Respondent's interpretation. *Contra* Pet. Br. 29. By definition, a motor carrier "means a person providing *motor vehicle* transportation for compensation," 49 U.S.C. § 13102(14) (emphasis added), and any entity that actually provides motor vehicle transportation as part of an interstate movement (even if separately licensed as a broker or freight forwarder) must be licensed as a motor carrier, *id*. §§ 13903(d), 13904(d). Regulation of these entities, when providing motor vehicle transportation, is plainly regulation with respect to motor vehicles. Regulation of drivers of motor vehicles would fall within Section 14501(c)(2)(A)'s scope for the same reason.

Petitioner finally resorts to the assertion that this Court cannot "interpret the FAAAA's basic preemption provision broadly, and then turn around and interpret the safety exception narrowly."[9] Pet. Br. 43-44. The statutory text says otherwise. Congress's use of different words in the same statute—here, in *adjacent subsections*—carries significance. *See Intel Corp. Inv. Pol'y Comm. v. Sulyma*, 589 U.S. 178, 186 (2020) ("We generally presume that Congress acts intentionally and purposely when it includes particular language in one section of a statute but omits it in another." (cleaned up)).

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[9] Petitioner ignores that Section 14501(c)(2)(A) is a *savings* clause, not an exception. *See, infra*, § II.C.

Congress used the phrase "related to" in Section 14501(c)(1) to fashion a broad preemptive scope. *See Morales*, 504 U.S. at 383 (explaining that the "ordinary meaning" of "relating to" expresses "a broad preemptive purpose"). In contrast, Congress used the phrases "regulatory authority" and "with respect to" in Section 14501(c)(2)(A)—language ("regulatory authority") that presupposes a direct object of state action, *see Pilot Life*, 481 U.S. at 50, and language ("with respect to") that this Court has long recognized as "massively limit[ing]," *Dan's City*, 569 U.S. at 261. Congress's phrasing choices were deliberate, and this Court "generally presume[s] differences in language like this convey differences in meaning." *Rudisill v. McDonough*, 601 U.S. 294, 308 (2024). Here, negligent-selection claims can be "related to a price, route, or service" of a broker or motor carrier "with respect to *the transportation of property*" under Section 14501(c)(1), without also constituting an exercise of "safety regulatory authority … with respect to *motor vehicles*" under Section 14501(c)(2)(A). Pet. Br. 45-46 (emphases added).

If Congress intended for Section 14501(c)'s express preemption provision and safety savings clause to overlap entirely, as Petitioner contends, it could have saved state safety regulatory authority *with respect to the transportation of property*. It did not. And for good reason: The safety savings clause could not reach as broadly as the preemption provision lest the exception swallow the rule. *See Aspen*, 65 F.4th at 1271-72. Brokers arrange for the transportation of property by motor carriers that operate motor vehicles. So the prices, routes, and services of these entities with respect to the transportation of property are

connected, at least indirectly, to motor vehicles. If a state law relating to prices, routes, or services of brokers with respect to the transportation of property only needed an indirect relationship with motor vehicles to also be considered an exercise of "safety regulatory authority … with respect to motor vehicles," every such law would be preempted *and saved*. Congress never intended to neutralize its "deregulatory and pre-emption-related objectives" in such a manner. *See Rowe*, 552 U.S. at 371 (citing *Morales*, 504 U.S. at 390).

B. Surrounding statutory provisions reinforce the safety savings clause's limited scope.

1. When considering whether a state law is rescued by a savings clause, the Court "must not be guided by a single sentence or member of a sentence, but look to the provisions of the whole law, and to its object and policy." *Pilot Life*, 481 U.S. at 51 (cleaned up). This Court "has repeatedly declined to give broad effect to saving clauses where doing so would upset the careful regulatory scheme established by federal law." *Geier v. Am. Honda Motor Co.*, 529 U.S. 861, 870 (2000) (cleaned up). Here, the broader statutory context underscores that interpreting Section 14501(c)(2)(A) to apply to brokers would upset the regulatory scheme crafted by Congress.

a. The first clue that Section 14501(c)(2)(A) does not apply to claims against brokers comes from its neighbor, Section 14501(b), which preempts state laws "relating to *intra*state rates, *intra*state routes, or *intra*state services of any freight forwarder or broker." 49 U.S.C. § 14501(b) (emphases added). Together,

Sections 14501(b) and 14501(c) expressly preempt virtually all state laws related to a broker's prices, routes, or services.

Unlike Section 14501(c), Section 14501(b) does not contain a safety savings clause, so interpreting Section 14501(c)(2)(A) to permit enforcement of claims against brokers would impermissibly put the provisions at "cross-purposes." *Jones v. Hendrix*, 599 U.S. 465, 478 (2023). Tort claims against brokers would fall within the preemptive sweep of both Section 14501(b)(1) and Section 14501(c)(1). If preserved by Section 14501(c)(2)(A), states could enforce these claims in the context of an *inter*state movement, but not an *intra*state movement—even though the distinction has no safety relevance whatsoever. Petitioner has not shown that Congress intended the "anomalous result" that states may regulate as a safety measure a broker's services in arranging for interstate transportation, but not intrastate transportation.[10] *Chisom v. Roemer*, 501 U.S. 380, 402 (1991).

b. Other provisions of Title 49 crystallize the strained connection between brokers and motor vehicle safety. As the Seventh Circuit noted, "[w]here Congress regulates motor vehicle safety in Title 49," it does "not [address] broker services." *Ye*, 74 F.4th at 462. For example, "motor vehicle safety" is defined by

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[10] Petitioner also suggests that Congress did not "intend §14501(b) to preempt state negligent-[selection] claims against brokers in the first place." Pet. Br. 31-32. But that would mean illogically ascribing different meanings to substantively identical language in sequential subsections of a statute. *See Pereira v. Sessions,* 585 U.S. 198, 211 (2018) ("[I]t is a normal rule of statutory construction that identical words used in different parts of the same act are intended to have the same meaning.").

reference to the "design, construction, or performance of a motor vehicle." 49 U.S.C. § 30102(9). Brokers, of course, have nothing to do with the design, construction, or performance of motor vehicles.

Similarly, Congress granted FMCSA the power to provide for "motor carrier safety." 49 U.S.C. § 113(f)(1). Where FMCSA exercises that authority to regulate the safe driving of commercial motor vehicles, its regulations require that "[e]very motor carrier … comply with the rules"—without mentioning brokers. 49 C.F.R. § 392.1(a).

The statutory scheme evinces that Congress did not "see[] a direct relationship between broker services and motor vehicles." *Ye*, 74 F.4th at 463. To the extent Congress provided for regulation of brokers, its focus was on protecting other motor carriers and shippers from *financial* harm. 49 U.S.C. § 13904(e). In other words, federal regulation of brokers "address[es] the financial aspects of broker services, not safety." *Ye*, 74 F.4th at 463; *see, e.g.*, 49 C.F.R. § 371.3(a) (requiring brokers to "keep a record of each transaction").

c. Congress requires both brokers and motor carriers to insure their financial responsibility. However, the *nature* of that requirement confirms that Congress did not intend for brokers to be held liable for personal injury claims.

Congress requires (and has always required) carriers to assume financial responsibility for motor vehicle safety risks. As a condition of federal operating authority, carriers must insure against liability for bodily injury, death, or loss of (or damage to) property resulting from the negligent operation, maintenance, or use of motor vehicles. 49 U.S.C. § 13906(a)(1). In

short, *motor carriers* are responsible for motor vehicle safety. *See id*. §§ 13902(a)(1)(A) (motor carrier registration dependent on compliance with safety regulations and safety fitness requirements), 31132(2)-(3), 31134(a); 49 C.F.R. § 387.1 (motor carrier financial responsibility requirements aim to "create additional incentives [for] motor carriers to maintain and operate their vehicles in a safe manner and to assure that motor carriers maintain an appropriate level of financial responsibility for motor vehicles operated on public highways").

Not so for brokers. Congress requires brokers to maintain security to pay claims arising from the "failure to pay freight charges under [their] contracts, agreements, or arrangements for transportation." 49 U.S.C. § 13906(b)(2)(A). "The statutory purpose of the security required of a property broker" has always been to "ensure that the broker transportation services are, in fact, provided." *Prop. Broker Sec. for the Prot. of the Pub.*, 3 I.C.C.2d at 920; *see also* 49 U.S.C. § 13904(e). Save for the duty to arrange transportation solely with federally licensed ("authorized") motor carriers, *see* 49 U.S.C. § 311(a) (1946); 49 C.F.R. §§ 371.2 (brokers use "authorized motor carrier[s]"), 371.3(a) (requiring broker transaction records to include the "name, address, and registration number of the originating motor carrier"), Congress does not impose (and has never imposed) requirements on brokers with respect to motor vehicle safety, because the risks associated with brokering do not include exposure to liability for safety issues—such as "bodily injury, property damage, or cargo loss or damage." *Prop. Broker Sec. for the Prot. of the Pub.*, 3 I.C.C.2d at 918.

Congress decided long ago that motor carriers, not brokers, should bear financial responsibility for liabilities for injury or death resulting from motor vehicle operations. Having chosen not to require brokers to insure against tort liability, Congress could not have intended for Section 14501(c)(2)(A) to permit states to circumvent that decision under the guise of safety. *See Charleston & W. Carolina Ry. Co. v. Varnville Furniture Co.*, 237 U.S. 597, 604 (1915) (striking down state law that had effect of holding a connecting carrier liable for goods damaged in interstate commerce, when Congress had determined that the initial carrier should bear primary responsibility).

2. In contrast to this weighty contextual evidence, Petitioner offers little to bolster his interpretation.

a. Petitioner first eschews, without elaboration, any reliance on Section 14501(b) because it "uses different language" and was enacted after the FAAAA. Pet. Br. 31; *cf. Ye*, 74 F.4th at 461 (explaining that the absence of a savings clause in Section 14501(b) shows "purposeful separation between brokers and motor vehicle safety"). Petitioner's distinctions are not persuasive.

As to language, there is no material distinction between the words each section uses to preempt state claims: Section 14501(b)(1) preempts any "law … relating to intrastate rates, intrastate routes, or intrastate services of any freight forwarder or broker," while Section 14501(c)(1) preempts any "law … related to a price, route, or service of any … broker, or freight forwarder with respect to the transportation of property." Indeed, the most obvious distinction is the

one Petitioner would like this Court to ignore—the absence of a safety savings clause in Section 14501(b). Such a clause is unnecessary because brokers simply are not an intended or appropriate target for motor vehicle safety regulation.

Similarly, Petitioner argues that Section 14501(b)'s lack of a savings clause is unimportant because Section 14501(b) "does not include any explicit exceptions." Pet. Br. 31. However, where Congress preserved preexisting state safety regulatory authority with respect to motor vehicles in Section 14501(a)(2) and (c)(2)(A) (which Petitioner incorrectly refers to as "exceptions"), it allowed the states to regulate motor carriers—not brokers or freight forwarders—with regard to motor vehicle safety. Because Section 14501(b) applies only to brokers and freight forwarders, there was no reason for Congress to save any state authority (or, in Petitioner's words, to include "exceptions").

Petitioner also claims, without explaining the import, that "little" can be drawn from the absence of a safety savings clause in Section 14501(b) because Congress enacted Section 14501(b) after it enacted Section 14501(c). Pet. Br. 31. Not so.

Congress's 1995 amendments to Title 49 made important changes to the scope of preemption. *See* ICC Termination Act of 1995 (ICCTA), Pub. L. No. 104-88, § 103, 109 Stat. 803, 899-900. First, in Section 14501(b), Congress "imported" language from 49 U.S.C. § 11501(g) (1994) (enacted in 1986 to protect interstate rates, routes, or services of freight forwarders), to preempt state laws related to intrastate rates, routes, or services of freight forwarders and *brokers*.

See S. Rep. No. 104-176, at 47 (1995). Second, in Section 14501(c), Congress "imported" language from 49 U.S.C. § 11501(h) (1994) (originally enacted in the FAAAA to protect prices, routes, or services of motor carriers), to preempt state laws relating to prices, routes, or services of motor carriers, *freight forwarders*, and *brokers*, with respect to the transportation of property. *See* S. Rep. No. 104-176, at 47 (1995).

In one fell swoop, Congress expressly preempted the *full universe* of laws related to brokers' prices/rates, routes, and services. Moreover, it did not save any of those laws from preemption on grounds of motor vehicle safety—either by adding a savings clause to Section 14501(b) or expanding the savings clause in Section 14501(c). *See* ICCTA § 103, 109 Stat. at 899-900. Congress's "subsequent act[]" thus "focus[es] th[e] meaning[]" of Section 14501(c)(2)(A). *FDA v. Brown & Williamson Tobacco Corp.*, 529 U.S. 120, 143 (2000); *see also United States v. Fausto*, 484 U.S. 439, 453 (1988). The only conclusion to draw from such history is that Congress meant to preempt all state-law claims against brokers.

b. Petitioner asserts that Section 14501(a) is the better comparator for understanding the scope of Section 14501(c). That is so, he asserts, because Section 14501(a)(2) "plainly preserves a state claim for negligently selecting an unsafe motor carrier or driver to transport passengers." Pet. Br. 32. Petitioner's attempts to justify this statement fall short.

To start, Section 14501(a) supports Respondent's interpretation, not Petitioner's. It preempts state laws "relating to" certain aspects of passenger *motor car-*

rier transportation. 49 U.S.C. § 14501(a)(1). It too contains a savings clause for "the safety regulatory authority of a [s]tate with respect to motor vehicles." *Id.* § 14501(a)(2). Congress's choice to include a savings clause in *both* provisions related to motor carrier transportation, but *not* the provision related to brokers, signals again that Congress sees a connection between *carriers* and safety, but not between *brokers* and safety. *See Ye*, 74 F.4th at 461 (citing 49 U.S.C. §§ 14501(a)(2), (c)(2)(A)).

To urge a different reading of this provision, Petitioner points this Court to a 90-year-old example from the First Restatement: a hotel that knowingly contracts with a garage, which, in turn, supplies an inexperienced driver for guests. Setting aside the fact that the hotel likely would not qualify as a "broker" under federal law, *cf.* 49 U.S.C. § 13102(2) (requiring broker to hold itself out as arranging for "transportation by motor carrier for compensation"), a hotel concierge service from nearly a century ago bears little similarity to the work of modern transportation brokers. Petitioner's hypothetical does not show that Section 14501(a) would "save" the same sort of common-law claims as relevant here.

Petitioner also ignores material differences in the text of the express preemption provisions themselves. The preemptive scope of Section 14501(a)(1) reaches only state laws relating to the scheduling of transportation "of passengers," "rates for such transportation," and the "authority to provide [such] … transportation." 49 U.S.C. § 14501(a)(1)(A)-(C). In short, contrary to Petitioner's suggestion, Sections 14501(a) and 14501(c) are not "directly parallel[]." Pet. Br. 32.

c. As for the remainder of Title 49, Petitioner largely ignores the statutory evidence demonstrating that Congress sees no connection between brokers and safety. He instead cites a single statutory provision, 49 U.S.C. § 31136(a)(5), which he says "provide[s] for federal regulation of brokers to ensure motor vehicle safety." Pet. Br. 33. His reliance is misplaced.

Section 31136(a)(5) requires the Secretary of Transportation to promulgate "regulations [to] ensure that … an operator of a commercial motor vehicle is not *coerced* by a motor carrier, shipper, receiver, or transportation intermediary to operate a commercial motor vehicle in violation of a regulation" promulgated under specified provisions—specifically, those relating to the transportation of hazardous materials and those relating to motor vehicle operators. 49 U.S.C. § 31136(a)(5) (emphasis added). Notably, that provision does not state, much less imply, that brokers are generally subject to motor vehicle safety regulation. Rather, Congress limited its "safety" regulation of intermediaries (including brokers) to instances of *coercion*, illustrating that Congress sees brokers as connected to safety only when they operate outside of their role—such as by "coerc[ing]" a driver to violate federal regulations related to their fitness to drive or the transportation of hazardous materials. The provision does not stand for a general connection between brokers and motor vehicle safety, and it certainly does not require brokers to select, vet, or otherwise ensure the safety fitness of motor carriers. *See, supra*, § II.B.1.c.

As for the differing insurance requirements, Petitioner offers even less. He speculates that it must have been Congress's "hope" that personal injury

claims against brokers would be rare. Pet. Br. 34. But it is implausible that Congress would have intended for brokers to be held liable for personal injuries, yet merely "hoped" they would be able to satisfy judgments. That is especially so given that Congress enacted a measure to *guarantee* that motor carriers could pay such claims. The only plausible inference is that Congress never intended brokers to be liable for personal injury claims at all. Moreover, Petitioner's reliance on ADA cases undercuts his view on the significance of the insurance requirements. *See*, *supra*, § I.B.2.

C. Section 14501(c)(2)(A) saves preexisting authority only.

The history of state safety regulation independently forecloses reading Section 14501(c)(2)(A) to permit negligent-selection and similar claims against brokers.

1. Section 14501(c)(2)(A) is a savings clause. In it, Congress declared that preemption "shall not *restrict*" a state's safety regulatory authority with respect to motor vehicles. 49 U.S.C. § 14501(c)(2)(A) (emphasis added). That language serves to preserve the states' "preexisting and traditional … police power over safety." *Ours Garage*, 536 U.S. at 439; *see also id.* at 438 (comparing (c)(2)(A) to companion provisions in (c)(2)(B) and (c)(2)(C), which provide that preemption "does not apply" to tow truck operations and the intrastate transport of household goods). A savings clause only "leave[s] standing whatever valid state laws … existed" when it was enacted, but is not in any "sense an affirmative grant of power." *New England Power Co. v. New Hampshire*, 455 U.S. 331, 341

(1982); *accord Wyoming v. Oklahoma*, 502 U.S. 437, 457-58 (1992). Because states have traditionally lacked authority to subject brokers to tort liability for personal injury or to superintend federal motor carrier licensing decisions, Section 14501(c)(2)(A) must not be read to save such claims.

States have long possessed the authority to prescribe reasonable safety regulations for the use and operation of motor vehicles. Before the federal government undertook national regulation of the trucking industry, this Court upheld state authority to impose vehicle license and registration fees, *Hendrick v. Maryland,* 235 U.S. 610 (1915), to require out-of-state operators to appoint agents for service of process, *Kane v. New Jersey*, 242 U.S. 160 (1916); *Hess v. Pawloski*, 274 U.S. 352 (1927), to mandate that motor carriers file proof of adequate insurance, *Cont'l Baking Co. v. Woodring*, 286 U.S. 352 (1932), and to set maximum limits for truck weight and length based on local conditions, *Morris v. Duby*, 274 U.S. 135 (1927); *Sproles v. Binford*, 286 U.S. 374 (1932). When Congress began regulating commercial transportation, it left states with authority to regulate physical, over-the-road motor vehicle operations because highway safety was a "varied and complex undertaking," due to differences in the highway conditions in "the forty-eight different states and in different sections of each state." *Maurer v. Hamilton*, 309 U.S. 598, 604-05 (1940). Thus, states continued to address motor vehicle safety at a local level by regulating "[e]xcessive speed, defective appliances, negligent driving, [and] size, weight and loading of cars in conjunction with local conditions of traffic and of the highways." *Id*. at 605-06 (citing *Hess*, 274 U.S. at 356).

In contrast, Congress exercised exclusive federal power over motor carrier licensing and operations, and "[n]o power at all was left in states to determine what carriers could or could not operate in interstate commerce." *Castle*, 348 U.S. at 63. The ICC determined which carriers demonstrated sufficient fitness and ability to perform interstate motor vehicle transportation. *Id*. Once granted, only the ICC could suspend, change, or revoke a carrier's license, and then only within "very narrow limits." *Id*. The states did not have the authority to set standards—fitness or otherwise—for carriers. *Id.* Nor could they restrict a carrier's federal right to operate. *Id*. at 64.

Congress also exercised exclusive authority over the licensing and operations of brokers. 49 U.S.C. § 311 (1946). Federally licensed brokers were required to hire federally licensed carriers. *Id*. § 311(a). The same is true today. 49 U.S.C. § 13901; 49 C.F.R. §§ 371.2, 371.3.

This leads to two conclusions:

First, states have never had the power to subject brokers to tort liability for personal injury, *Prop. Broker Sec. for the Prot. of the Pub.*, 3 I.C.C.2d at 918-19, so Section 14501(c)(2)(A) cannot *save* that authority, *see Ours Garage*, 536 U.S. at 439.

Second, negligent-selection claims would be conflict preempted because they would interfere with federal licensing of motor carriers. States never had the authority to restrict a motor carrier's federal operating authority—directly or indirectly. *Castle*, 348 U.S. at 63-64. But reading Section 14501(c)(2)(A) to permit the imposition of liability on brokers for their selection of a federally licensed carrier would *de facto* allow

states to superintend federal licensing decisions using variegated tort regimes, as well as circumvent Section 14501(c)(1)'s prohibition on state interference with motor carrier prices, routes, or services. *See*, *supra*, § I.A.2. Thus, Section 14501(c)(2)(A) cannot save such claims for the independent reason that states cannot determine which federally licensed carriers can and cannot operate on their roadways.

2. Petitioner's attempts to refute this history fail. Petitioner contends that Section 14501(c)(2)(A)'s "plain text" does not refer to state regulatory authority "as it existed before the Motor Carrier Act of 1980." Pet. Br. 38. He also insists that tort claims against brokers for negligent selection were "well established under state law for decades" prior to deregulation, *id*. at 39, and Congress, being "well aware" of such claims, would have intended to preserve them, *id*. at 25. Respondent does not dispute that *some* negligent-retention claims existed at common law and that Congress was generally aware of them when it enacted the FAAAA. But Petitioner's authority—the Restatements First and Second of Torts and a handful of cases—do not reveal any history of negligent-selection claims *against brokers*.

Brokers are stalwarts of the trucking industry. For at least the last ninety years, brokers have "s[old], provid[ed], … or arrange[d] for … transportation." *Compare* 1935 Act § 203(a)(18), 49 Stat. at 545, *with* 49 U.S.C. § 13102(2). Brokers were not traditionally liable for personal injury claims—and Congress knew it. *See Prop. Broker Sec. for the Prot. of the Pub.*, 3 I.C.C.2d at 918-19.

The Restatements do not show that tort claims against *brokers* were common or appropriate. *See, e.g.*, Restatement (First) of Torts § 411 cmt.d, illus.4 (1934) (suggesting that a builder who hires a teamster he "knows" uses trucks in "bad condition" and "inexperienced and inattentive drivers" could be liable if he employs the teamster to haul his material). The omission of any reference to broker liability is especially salient given that contemporaneous Restatements expressly recognized "brokers" as a term of art signifying a specific type of independent contractor, not a conduit of liability for carriers' acts. *See* Restatement (First) of Agency, § 2 cmt.b (1933) (explaining that a "broker" "who contracts to sell goods for his principal is an independent contractor" and noting "the term 'independent contractor' is used to indicate all persons for whose conduct … the employer is not responsible").

Petitioner's cases do not establish a general rule of tort liability against brokers for safety torts either. At best, they support scattered instances of liability—spanning more than 50 years—in cases where the transportation was entirely intrastate, was exempt from federal regulation, or involved entities lacking valid ICC operating authority. *See Hudgens v. Cook Indus., Inc.*, 521 P.2d 813 (Okla. 1973) (action against shipper involving transportation by unlicensed carrier); *Risley v. Lenwell*, 277 P.2d 897 (Cal. Ct. App. 1954) (action against shipper involving intrastate transportation); *L.B. Foster Co. v. Hurnblad*, 418 F.2d 727 (9th Cir. 1969) (action involving unlicensed shipper and unlicensed broker).[11] None considered the

[11] *Ellis & Lewis v. Warner* involved no interstate commerce and was decided six years before Congress took *any* action to regulate motor carriers or brokers. 20 S.W.2d 320 (Ark. 1929).

scope of state authority where the motor carrier and/or broker were licensed, and therefore regulated, under the federal regime.

D. Petitioner's appeal to policy confirms that Petitioner's recourse is in Congress.

Petitioner and his amici at last appeal to policy—but their arguments show only that Petitioner's "recourse lies in Congress, not in the courts." *Feliciano v. Dep't of Transp.*, 605 U.S. 38, 54 (2025). For example, stakeholders can urge Congress to reexamine its judgment that economic gains from low entry barriers outweighed competing safety concerns. *See* Br. of Inst. for Safer Trucking as Amicus Curiae 8; *see also Cal. Trucking Ass'n*, 903 F.3d at 960-61 (eliminating barriers to entry is precisely what Congress intended when it deregulated the trucking industry). And they can lobby states to exercise their authority to modify the minimum insurance amounts for motor carriers—which authority Congress specifically preserved in Section 14501(c)(2)(A). *See* Br. of Inst. for Safer Trucking 12.

Nor will applying preemption spur a "race to the bottom" or hinder states' ability to provide for safe roads. Pet. Br. 42-43; *see also* Br. of Ohio et al. as Amici Curiae 11-12. States retain significant authority within the system created by Congress to "work in partnership" with the federal government to "improve motor carrier, commercial motor vehicles, and driver safety." Pet. Br. 43 (quoting 49 U.S.C. § 31100). States license commercial motor vehicle drivers, and federal regulations empower states, consistent with minimum federal standards and requirements, to ensure that unfit drivers do not obtain or retain commercial

motor vehicle licenses. *See* 49 C.F.R. pt. 384. States retain authority to police their roads, conduct commercial motor vehicle safety inspections, and modify motor carrier insurance amounts. *See* 49 U.S.C. § 31142; *id*. § 14501(c)(2)(A). States can continue in their role as "laboratories of democracy," *see* Br. of Ohio et al. 4, by exercising their preserved authority in motor vehicle-directed requirements, like Colorado's requirement that freight trucks use tire chains, *id*. at 12. (citing Colo. Rev. Stat. § 42-4-106(E)).

The answer to Petitioner's (and amici's) policy concerns is not a 50-state patchwork of regulation-by-jury-verdict, geared toward compensation first and regulation second. Congress already balanced the relevant competing economic and safety objectives and determined that while states may regulate with respect to motor vehicles, they may not regulate commercial determinations, such as which carrier a broker or shipper selects to carry the shipper's cargo. Respecting that boundary gives effect both to Congress's deregulatory goals and its commitment to safety.

* * *

Congress, in exercising its constitutional authority to regulate interstate commerce, established specific roles and responsibilities for brokers and motor carriers through federal law and licensing requirements. States are obligated to respect those roles and responsibilities. Petitioner asks this Court to allow states to subvert that obligation and impose a patchwork of state standards and obligations on brokers that undoubtedly would have serious, adverse consequences on the U.S. economy. Section 14501(c) preempts Petitioner's attempt, through state common

law, to redefine the roles of motor carriers and brokers and impose on *brokers* the responsibilities Congress assigned to motor carriers under federal law.

CONCLUSION

The Court should affirm.

Respectfully submitted,

DOROTHY G. CAPERS
CHRISTOPHER A. UGARTE
C.H. ROBINSON
WORLDWIDE, INC.
14701 Charlson Road
Eden Prairie, MN 55347
(952) 937-8500

WARREN L. DEAN JR.
Counsel of Record
KATHLEEN E. KRAFT
THOMPSON COBURN LLP
1909 K Street, N.W.
Washington, DC 20006
(202) 585-6900
wdean@thompsoncoburn.com

THEODORE J. BOUTROUS JR.
GIBSON, DUNN & CRUTCHER LLP
333 South Grand Avenue
Los Angeles, CA 90071

THOMAS H. DUPREE JR.
ZAKIYYAH T. SALIM-WILLIAMS
LUCAS C. TOWNSEND
CAMERON J.E. PRITCHETT
ANDREW G. BARRON
LUKE J.P. WEARDEN
GIBSON, DUNN & CRUTCHER LLP
1700 M Street, N.W.
Washington, DC 20036

MATTHEW J. REH
PAUL L. BRUSATI
JULIE FIX MEYER
ARMSTRONG TEASDALE LLP
7700 Forsyth Boulevard
St. Louis, MO 63105

Counsel for Respondents

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APPENDIX

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49 U.S.C. § 14501

Federal authority over intrastate transportation

(a) MOTOR CARRIERS OF PASSENGERS.—

(1) LIMITATION ON STATE LAW.—No State or political subdivision thereof and no interstate agency or other political agency of 2 or more States shall enact or enforce any law, rule, regulation, standard, or other provision having the force and effect of law relating to—

(A) scheduling of interstate or intrastate transportation (including discontinuance or reduction in the level of service) provided by a motor carrier of passengers subject to jurisdiction under subchapter I of chapter 135 of this title on an interstate route;

(B) the implementation of any change in the rates for such transportation or for any charter transportation except to the extent that notice, not in excess of 30 days, of changes in schedules may be required; or

(C) the authority to provide intrastate or interstate charter bus transportation.

This paragraph shall not apply to intrastate commuter bus operations, or to intrastate bus transportation of any nature in the State of Hawaii.

(2) MATTERS NOT COVERED.—Paragraph (1) shall not restrict the safety regulatory authority of a State with respect to motor vehicles, the authority

of a State to impose highway route controls or limitations based on the size or weight of the motor vehicle, or the authority of a State to regulate carriers with regard to minimum amounts of financial responsibility relating to insurance requirements and self-insurance authorization.

(b) FREIGHT FORWARDERS AND BROKERS.—

(1) GENERAL RULE.—Subject to paragraph (2) of this subsection, no State or political subdivision thereof and no intrastate agency or other political agency of 2 or more States shall enact or enforce any law, rule, regulation, standard, or other provision having the force and effect of law relating to intrastate rates, intrastate routes, or intrastate services of any freight forwarder or broker.

(2) CONTINUATION OF HAWAII'S AUTHORITY.—Nothing in this subsection and the amendments made by the Surface Freight Forwarder Deregulation Act of 1986 shall be construed to affect the authority of the State of Hawaii to continue to regulate a motor carrier operating within the State of Hawaii.

(c) MOTOR CARRIERS OF PROPERTY.—

(1) GENERAL RULE.—Except as provided in paragraphs (2) and (3), a State, political subdivision of a State, or political authority of 2 or more States may not enact or enforce a law, regulation, or other provision having the force and effect of law related to a price, route, or service of any motor carrier (other than a carrier affiliated with a direct air carrier covered by section 41713(b)(4)) or any motor private carrier, broker, or freight forwarder with respect to the transportation of property.

(2) MATTERS NOT COVERED.—PARAGRAPH (1)—

(A) shall not restrict the safety regulatory authority of a State with respect to motor vehicles, the authority of a State to impose highway route controls or limitations based on the size or weight of the motor vehicle or the hazardous nature of the cargo, or the authority of a State to regulate motor carriers with regard to minimum amounts of financial responsibility relating to insurance requirements and self-insurance authorization;

(B) does not apply to the intrastate transportation of household goods; and

(C) does not apply to the authority of a State or a political subdivision of a State to enact or enforce a law, regulation, or other provision relating to the regulation of tow truck operations performed without the prior consent or authorization of the owner or operator of the motor vehicle.

(3) STATE STANDARD TRANSPORTATION PRACTICES.—

(A) CONTINUATION.—Paragraph (1) shall not affect any authority of a State, political subdivision

of a State, or political authority of 2 or more States to enact or enforce a law, regulation, or other provision, with respect to the intrastate transportation of property by motor carriers, related to—

(i) uniform cargo liability rules,

(ii) uniform bills of lading or receipts for property being transported,

(iii) uniform cargo credit rules,

(iv) antitrust immunity for joint line rates or routes, classifications, mileage guides, and pooling, or

(v) antitrust immunity for agent-van line operations (as set forth in section 13907),

if such law, regulation, or provision meets the requirements of subparagraph (B).

(B) REQUIREMENTS.—A law, regulation, or provision of a State, political subdivision, or political authority meets the requirements of this subparagraph if—

(i) the law, regulation, or provision covers the same subject matter as, and compliance with such law, regulation, or provision is no more burdensome than compliance with, a provision of this part or a regulation issued by the Secretary or the Board under this part; and

(ii) the law, regulation, or provision only applies to a carrier upon request of such carrier.

(C) ELECTION.—Notwithstanding any other provision of law, a carrier affiliated with a direct air carrier through common controlling ownership may elect to be subject to a law, regulation, or

provision of a State, political subdivision, or political authority under this paragraph.

(4) NONAPPLICABILITY TO HAWAII.—This subsection shall not apply with respect to the State of Hawaii.

(5) LIMITATION ON STATUTORY CONSTRUCTION.—Nothing in this section shall be construed to prevent a State from requiring that, in the case of a motor vehicle to be towed from private property without the consent of the owner or operator of the vehicle, the person towing the vehicle have prior written authorization from the property owner or lessee (or an employee or agent thereof) or that such owner or lessee (or an employee or agent thereof) be present at the time the vehicle is towed from the property, or both.

(d) PRE-ARRANGED GROUND TRANSPORTATION.—

(1) IN GENERAL.—No State or political subdivision thereof and no interstate agency or other political agency of 2 or more States shall enact or enforce any law, rule, regulation, standard or other provision having the force and effect of law requiring a license or fee on account of the fact that a motor vehicle is providing pre-arranged ground transportation service if the motor carrier providing such service—

(A) meets all applicable registration requirements under chapter 139 for the interstate transportation of passengers;

(B) meets all applicable vehicle and intrastate passenger licensing requirements of the State or States in which the motor carrier is domiciled or registered to do business; and

(C) is providing such service pursuant to a contract for—

(i) transportation by the motor carrier from one State, including intermediate stops, to a destination in another State; or

(ii) transportation by the motor carrier from one State, including intermediate stops in another State, to a destination in the original State.

(2) INTERMEDIATE STOP DEFINED.—In this section, the term "intermediate stop", with respect to transportation by a motor carrier, means a pause in the transportation in order for one or more passengers to engage in personal or business activity, but only if the driver providing the transportation to such passenger or passengers does not, before resuming the transportation of such passenger (or at least 1 of such passengers), provide transportation to any other person not included among the passengers being transported when the pause began.

(3) MATTERS NOT COVERED.—Nothing in this subsection shall be construed—

(A) as subjecting taxicab service to regulation under chapter 135 or section 31138;

(B) as prohibiting or restricting an airport, train, or bus terminal operator from contracting to provide preferential access or facilities to one or more providers of pre-arranged ground transportation service; and

(C) as restricting the right of any State or political subdivision of a State to require, in a nondiscriminatory manner, that any individual operating a vehicle providing prearranged ground transportation service originating in the State or political subdivision have submitted to pre-licensing drug testing or a criminal background investigation of the records of the State in which the operator is domiciled, by the State or political subdivision by which the operator is licensed to provide such service, or by the motor carrier providing such service, as a condition of providing such service.